BILL NO. S-86-05-11

SPECIAL ORDINANCE NO. S-81-86

AN ORDINANCE approving Contract for Res. #6042-86, Michigan Avenue '86, Curbs and Walks, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety and Hipskind Concrete, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract for Res. #6042-86, Michigan Avenue '86, Curbs and Walks, by the City of Fort Wayne, by and through its Board of Public Works and Safety and Hipskind Concrete, Inc., is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

Contract for Res. #6042-86 is deemed necessary to improve by replacing curbs and sidewalks on (1) Thompson Avenue from Guthrie to Michigan - Base Bid; (2) Thompson Avenue from Michigan to Taylor - Alternate I;

the Contract price is Fifty-Eight Thousand Five Hundred Seventy-Four and 50/100 Dollars ($58,574.50).

SECTION 2. Prior Approval was requested from Common Council with respect to this Contract on May 13, 1986. Two (2) copies of the Contract attached hereto are on file in with the City Clerk, and are available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 5-13-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-27-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-81-86 on the 27th day of May, 19 86,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of May, 19 86, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29 day of May, 19 86, at the hour of 3:30 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

INVITATION FOR BIDS/AWARD OF CONTRACT*
(Federally-Assisted Construction)

PROJECT: MICHIGAN AVENUE'86 RESOLUTION # 6042-86

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I11	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP17	General Provisions
X	GPA1 - GPA6	Federal Labor Standards Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Certification of Non-Segregated Facilities
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Federal Wage Scale
X		Payment Bond
X		Warranty Bond
X		Barricade Information & Anti-Apartheid Certificatio

Discount for Prompt Payment (See General Provisions Clause)	10 Calendar Days	20 Calendar Days	30 Calendar Days	Ot
	____%	____%	____%	

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Da

****

BID SUBMITTED

Contractor HIPSKIND CONCRETE

By [signature]

Its PRESIDENT

Offer Date _____

Compliance: J. Adams

Bidder agrees to keep bid open for acceptance for ____ days (90 days unless otherwise specified.)

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works

David J. Kiert

Cosette R. [signature]

City of Fort Wayne
Mayor

[signature]

O.C. 12/84

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____(cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____% (cross out inapplicable provision).

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. VERVICE MAY		ASPHALT
2. CASEY STRACK		TREE SERVICE
3. ARO MORE ASPHALT		ASS

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. STATEWIDE		TRUCKING
2. S & M		LANDSCAPE
3.		

E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: _____

_____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

_____

_____

(attach additional sheets as necessary)

Contractor HIPSKIND CONCRETE Contractor _____

By _____ By _____

Its PRESIDENT Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

_____

_____

(attach additional sheets if necessary)

Contractor Hipskind Concrete Corp

By _____

Its President

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of $10,000.00

A. The Offereor's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time-Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 4-8, 1986 Hipskind Concrete
(Name of Bidder)

By Pat Hipskind

Official Address (including ZIP code):

President
Title

It is the policy of Hipskind Concrete (Company) that

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Hipskind Concrete (Company) will not

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Hipskind Concrete (Company) will take affirmative action

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Hipskind Concrete
(Name of Company)

Patrick D Hipskind
(Signature of Company Official)

4-8-86
(Date)

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Hipskind Concrete Corp, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Hipskind Concrete, that Pat Hipskind does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 8th day of April, 1986.

Hipskind Concrete
(Name of Bidder/Vendor)

Patrick A Hipskind
(Name and Title of Person Signing)
President.

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and PATRICK D HIPSKIND

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

HIPSKIND CONCRETE

PRESIDENT

Subscribed and sworn to before me by PAT HIPSKIND
this 8TH day of APRIL, 19 86.

My Commission Expires:

April 19, 1987

Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19_____.

My Commission Expires:

_____

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19_____.

My Commission Expires:

_____

Notary Public
Resident of _____ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, PAT HIPSKIND, the PRESIDENT
(name)

_____ of HIPSKIND CONCRETE
(position) (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 20 Th day of ~~8 Th~~ MAY, 1985, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: 4-8-86

Patrick D Hipskind
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 8 Th day of APRIL, 1986.

Martha L. Engeart

My commission expires:

April 19, 1987

version 1: 5/1/85

ITEMIZED PROPOSAL CONTRACTOR: Lee

PROJ MICHIGAN AVENUE'86 BASE BID RES. NO: 6042-86
THOMPSON AVE.-GUTHRIE TO MICHIGAN

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Curb Removal	1280	LF	2.50	3200.00
2.	New Curb Type II-B	1250	LF	8.30	10375.00
3.	Concrete Removal	910	SY	2.50	2275.00
4.	New 4" Sidewalk	6250	SF	1.65	10312.50
5.	New 6" Drive	162	SY	18.00	2916.00
6.	New Corner Wingwalk (incl. ramps)	280	SF	2.00	560.00
7.	Top Soil	100	TON	3.00	300.00
8.	Seed	700	SY	.50	350.00
9.	Asphalt Patching	1290	LF	.50	645.00
10.	42" Tree Removal	1	EA	300.00	300.00

TOTAL: 31,233.50

31,233.50

SHEET 1 OF 2

Note: Contractor will be paid on measured quantities only at unit price bid.

version 1: 5/1/85

ITEMIZED PROPOSAL CONTRACTOR: HCC

PROJ MICHIGAN AVENUE'86 ALTERNATE I
THOMPSON AVE.-MICHIGAN TO TAYLOR RES. NO: 6042-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Curb Removal	1200	LF	2.50	3000.00
2.	New Curb Type II-B	1050	LF	8.30	8715.00
3.	Concrete Removal	750	SY	2.50	1875.00
4.	New 4" Sidewalk	5100	SF	1.65	8415.00
5.	New 6" Drive	72	SY	18.00	1296.00
6.	New Corner Wing Walk (Incl. Ramps)	800	SF	2.00	1600.00
7.	New 8" Concrete	20	SY	20.00	400.00
8.	Top Soil	80	TON	3.00	240.00
9.	Seed	600	SY	.50	300.00
10.	Asphalt Patching	1200	LF	.50	600.00
11.	Tree Removal 30"	2	EA	300.00	600.00
12.	Adjust C.B.	4	EA	75.00	300.00

TOTAL: 27341.00

Note: Contractor will be paid on measured quantities only at unit price bid

Bond No.

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Hipskind Concrete Corp.
5502 Mason Dr., Ft. Wayne, IN
, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne, Ft. Wayne, IN
as Obligee, (hereinafter called the "Obligee"), in the sum of 5% of Contractor's Maximum Bid Dollars ($), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resolution 6042-86

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of April A.D. 19 86

HIPSKIND CONCRETE CORP.
(SEAL)
Principal

Witness

PRESIDENT
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Witness

By (SEAL)
Terrence J. Ward Attorney-in-Fact

C325d—150M,
Approved by The American Institute of Architects,
A.I.A. Document No. A-310 February 1970 Edition.

(Here insert the name of Surety)

with its home office in the City of Baltimore, Maryland, U.S.A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Fort Wayne, IN

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Thirty one thousand four hundred fifty-eight dollars and no/100 ------

(Here insert a sum equal to at least one-half of the contract price)

Dollars ($ 31,458.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated April 24th 1986, entered into a contract with Owner for Resolution 6042-86 Curbing and sidewalks

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of twenty-five (25) months following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 24th day of April A. D. 1986

In the presence of:

HIPSKIND CONCRETE CORP.

..... (SEAL)
Principal

..... (SEAL)
Title

☐ FIDELITY AND DEPOSIT COMPANY OF MARYLAND

☐ FIDELITY AND DEPOSIT COMPANY
Surety

Kathy L. Ryder

By Teresa J. Ward (SEAL)
Attorney-In-Fact *Title*

C309½(TX)
Approved by The American Institute of Architects, A.I.A. Document
No. A-311 February 1970 Edition

and Fidelity & Deposit Company, a corporation of the State of Maryland,
(Here insert the name of the Surety)

with its home office in the City of Baltimore, Maryland, U.S.A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Fort Wayne, IN

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Thirty-one thousand four hundred fifty-eight dollars and no/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars ($31,458.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated April 24 19 86 entered into a contract with Owner for Resolution 6042-86 Curbing and sidewalks

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

"Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which the right of action accrues, but if this provision is prohibited by any law, then it shall be deemed to be amended so as to be equal to the minimum period of limitation allowed by such law."

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 24th day of April A. D. 19 86

In the presence of:

HIPSKIND CONCRETE CORP.

..... (SEAL)
Principal

..... (SEAL)
Title

☐ FIDELITY AND DEPOSIT COMPANY OF MARYLAND
☐ FIDELITY AND DEPOSIT COMPANY
Surety

By Attorney-In-Fact (SEAL)
Title

C309(TX)
Approved by The American Institute of Architects, A.I.A. Document No. A-311 February 1970 Edition

BID TAB DATE: APRIL 11, 1986

PROJ: MICHIGAN AVE. NSA '86 ALTERNATE I RES. NO: 6042-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	BIDDER: HIPSKIND CONCRETE UNIT COST ($)	HIPSKIND CONCRETE AMOUNT ($)	BIDDER: GAINES CONSTRUCTTION UNIT COST ($)	GAINES CONSTRUCTTION AMOUNT ($)	BIDDER: MERGY CONSTRUCTION UNIT COST ($)	MERGY CONSTRUCTION AMOUNT ($)	BIDDER: TOMCO CONSTRUCTION UNIT COST ($)	TOMCO CONSTRUCTION AMOUNT ($)	BIDDER: RIETH - RILEY UNIT COST ($)	RIETH - RILEY AMOUNT ($)
1	CURB REMOVAL	1200	LF	1.50	1800.00	2.50	3000.00	1.75	2100.00	2.00	2400.00	2.50	3000.00	2.60	3120.00
2	NEW CURB TYPE II-B	1050	LF	9.00	9450.00	8.30	8715.00	8.50	8925.00	8.30	8715.00	11.95	12547.50	7.60	7980.00
3	CONCRETE REMOVAL	750	SY	3.00	2250.00	2.50	1875.00	3.00	2250.00	5.25	3937.50	3.50	2625.00	4.25	3187.50
4	NEW 4" SIDEWALK	5100	SF	1.60	8160.00	1.65	8415.00	1.75	8925.00	1.65	8415.00	1.80	9180.00	2.00	10200.00
5	NEW 6" DRIVE	72	SY	20.00	1440.00	18.00	1296.00	21.00	1512.00	17.80	1281.60	18.00	1296.00	20.75	1494.00
6	NEW CORNER WINGWALK (incl ramps)	800	SF	2.00	1600.00	2.00	1600.00	2.35	1880.00	1.90	1520.00	2.30	1840.00	2.40	1920.00
7	NEW 8" CONCRETE	20	SY	25.00	500.00	20.00	400.00	24.00	480.00	18.00	360.00	22.00	440.00	23.00	460.00
8	TOP SOIL	80	TON	7.50	600.00	3.00	240.00	0.10	8.00	8.00	640.00	8.00	640.00	13.00	1040.00
9	SEED	600	SY	1.00	600.00	0.50	300.00	2.00	1200.00	0.50	300.00	0.50	300.00	1.00	600.00
10	ASPHALT PATCHING	1200	LF	1.50	1800.00	0.50	600.00	0.10	120.00	0.35	420.00	0.70	840.00	1.60	1920.00
11	TREE REMOVAL 30"	2	EA	300.00	600.00	300.00	600.00	375.00	750.00	325.00	650.00	400.00	800.00	300.00	600.00
12	ADJUST C.B.	4	EA	75.00	300.00	75.00	300.00	1.00	4.00	125.00	500.00	200.00	800.00	150.00	600.00
					0.00		0.00		0.00		0.00		0.00		0.00
				TOTAL:	$29,100.00	TOTAL:	$27,341.00	TOTAL:	$28,154.00	TOTAL:	$29,139.10	TOTAL:	$34,308.50	TOTAL:	$33,121.50
						% over	0.00%	% over	0.00%	% over	0.13%	% over	15.18%	% over	12.14%
						% under	6.04%	% under	3.25%	% under	0.00%	% under	0.00%	% under	0.00%

7478.

Admn. Appr. _____

TITLE OF ORDINANCE Res. 6042-86 Michigan Avenue '86, curbs & walks

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Contract for Res. 6042-86 is deemed necessary to improve by replacing curbs and sidewalks on 1) Thompson Avenue from Guthrie to Michigan - Bas

2) Thompson Ave. from Michigan to Taylor - Alternate I D-86-05-11

Hipskind Concrete is the contractor.

PRIOR APPROVAL REQUESTED 5/13/86

EFFECT OF PASSAGE Improvement of curbs and sidewalks at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $58,574.50

ASSIGNED TO COMMITTEE

BILL NO. S-86-05-11

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for Res. #6042-86, Michigan Avenue '86, Curbs and Walks, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety and Hipskind Concrete, Inc.,

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
	THOMAS C. HENRY CHAIRMAN	
	DONALD J. SCHMIDT VICE CHAIRMAN	
	MARK E. GiaQUINTA	
	PAUL M. BURNS	
	CHARLES B. REDD	

CONCURRED IN 5-27-86

SANDRA E. KENNEDY
CITY CLERK